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7 **UNITED STATES DISTRICT COURT**
8 **WESTERN DISTRICT OF WASHINGTON**
9 **AT SEATTLE**

10 ALEX GONZALEZ,) Case No.
11)
12 Plaintiff,) **COMPLAINT AND JURY DEMAND**
13)
14 vs.)
15)
16 RECEIVABLES PERFORMANCE)
MANAGEMENT, LLC and PINNACLE)
CREDIT SERVICES, LLC,)
Defendants.)

17 **NATURE OF ACTION**

18 1. This is an action brought under the Fair Debt Collection Practices Act
19 (“FDCPA”), 15 U.S.C. § 1692 *et seq.*

20 **JURISDICTION AND VENUE**

21 2. This Court has jurisdiction under 15 U.S.C. § 1692k(d) and 28 U.S.C. § 1331.

22 3. Venue is proper before this Court under 28 U.S.C. § 1391(b), as the acts and
23 transactions giving rise to Plaintiff’s action occurred in this district, Plaintiff resides in this
24 district, and Defendant transacts business in this district.
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PARTIES

4. Plaintiff Alex Gonzalez (“Plaintiff”) is a natural person who at all relevant times resided in the State of Washington, County of King, and City of Bellevue.

5. Plaintiff is a “consumer” as defined by 15 U.S.C. § 1692a(3).

6. Defendant Receivables Performance Management, LLC (“RPM”) is a limited liability company who at all relevant times was engaged, by use of the mails and telephone, in the business of attempting to collect a “debt” from Plaintiff, as defined by 15 U.S.C. § 1692a(5).

7. RPM is a “debt collector” as defined by 15 U.S.C. § 1692a(6).

8. Defendant Pinnacle Credit Services, LLC (“Pinnacle”) is a limited liability company that acquires debt in default merely for collection purposes, and who at all relevant times was engaged in the business of directly or indirectly attempting to collect a debt from Plaintiff.

9. Pinnacle is a “debt collector” as defined by 15 U.S.C. § 1692a(6).

FACTUAL ALLEGATIONS

10. Plaintiff is a natural person obligated, or allegedly obligated, to pay a debt owed or due, or asserted to be owed or due, a creditor other than RPM.

11. Plaintiff’s obligation, or alleged obligation, arises from a transaction in which the money, property, insurance, or services that are the subject of the transaction were incurred primarily for personal, family, or household purposes – namely, a personal credit card (the “Debt”).

1 12. RPM uses instrumentalities of interstate commerce or the mails in a business the
2 principal purpose of which is the collection of any debts, and/or regularly collects or attempts
3 to collect, directly or indirectly, debts owed or due, or asserted to be owed or due, another.
4

5 13. Pinnacle purchases debts once owed or once due, or asserted to be once owed or
6 once due, a creditor.

7 14. Pinnacle acquired Plaintiff's debt once owed or once due, or asserted to be once
8 owed or once due, a creditor, when the debt was in default.

9 15. Pinnacle is thoroughly enmeshed in the debt collection business, and Pinnacle is
10 a significant participant in RPM's debt collection process.
11

12 16. In connection with the collection of the Debt, RPM, itself and on behalf of
13 Pinnacle, placed a call to Plaintiff's cellular telephone on April 17, 2013 at 4:45 P.M.

14 17. The April 17, 2013 telephone call was RPM's initial communication with
15 Plaintiff.
16

17 18. In connection with the collection of the Debt, RPM, itself and on behalf of
18 Pinnacle, placed a call to Plaintiff's cellular telephone on May 7, 2013 at 3:45 P.M., and at such
19 time, left the following voicemail message:
20

21 Yes, we have an important message from RPM. The call is from
22 a debt collector. Please call 855-260-5275.

23 19. RPM's May 7, 2013 voicemail message failed to state the individual caller's
24 name.
25

26 20. By failing to disclose the individual caller's name in its May 7, 2013 voicemail
27 message, RPM failed to meaningfully disclose its identity to Plaintiff.

28 21. In connection with the collection of the Debt, RPM, itself and on behalf of
Pinnacle, sent Plaintiff an initial written communication dated May 12, 2013, that disclosed the

1 notices provided by 15 U.S.C. § 1692g(a). *See* May 12, 2013 Correspondence, attached as
2 Exhibit A.

3 22. RPM failed to provide Plaintiff the notices required by 15 U.S.C. § 1692g(a),
4 either in its initial oral communication with Plaintiff, or in writing within 5 days thereafter.
5

6 23. RPM's May 12, 2013 correspondence demanded payment of a "total due" of
7 \$2,502.73 by a "due date" of May 21, 2013.

8 24. Nowhere in its correspondence did RPM explain how its demand for payment
9 within 9 days of the date of the letter was consistent with the consumer's rights to dispute the
10 debt and request verification within 30 days as provided in 15 U.S.C. § 1692g(a).
11

12 25. RPM's May 12, 2013 correspondence further offered a settlement payment in
13 the amount of \$500.55, also due by May 21, 2013.

14 26. RPM's correspondence noted that if the partial payment was made, the
15 remaining balance would be forgiven and the account would be considered "satisfied in full."
16

17 27. RPM did not disclose that it or Pinnacle would be required by the IRS to report
18 the forgiven \$2,002.18 as Plaintiff's income and issue a form 1099-C.

19 28. Therefore, RPM's offer that Plaintiff's payment obligations would be "satisfied
20 in full" is misleading, where Plaintiff would also have to pay an additional amount due to the
21 Defendants' proposed settlement.
22

23 29. Upon information and belief, the Debt is past the applicable statute of
24 limitations period in which to file a lawsuit.

25 30. RPM's correspondence did not disclose that Plaintiff's Debt was past the statute
26 of limitations period, nor did it otherwise explain the potential consequences of reviving the
27 limitations period by either a partial payment or a promise to pay.
28

COUNT I
VIOLATION OF 15 U.S.C. § 1692d(6)
RPM

31. Plaintiff repeats and re-alleges each and every factual allegation above.

32. RPM violated 15 U.S.C. § 1692d(6) by placing telephone calls without meaningfully disclosing the caller's identity.

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- a) Adjudging that RPM violated 15 U.S.C. § 1692d(6);
- b) Awarding Plaintiff statutory damages, pursuant to 15 U.S.C. § 1692k(a)(2)(A), in the amount of \$1,000.00;
- c) Awarding Plaintiff actual damages, pursuant to 15 U.S.C. § 1692k(a)(1);
- d) Awarding Plaintiff reasonable attorneys' fees and costs incurred in this action pursuant to 15 U.S.C. § 1692k(a)(3);
- e) Awarding Plaintiff pre-judgment and post-judgment interest as permissible by law; and
- f) Awarding such other and further relief as the Court may deem just and proper.

COUNT II
VIOLATION OF 15 U.S.C. § 1692d(6)
PINNACLE

33. Plaintiff repeats and re-alleges each and every factual allegation above.

34. RPM violated 15 U.S.C. § 1692d(6) by placing telephone calls without meaningfully disclosing the caller's identity.

35. Pinnacle, by virtue of its status as a "debt collector" under the FDCPA, is liable for actions of RPM, the debt collector it hired to collect the Debt from Plaintiff on its behalf.

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- a) Adjudging that Pinnacle violated 15 U.S.C. § 1692d(6);
- b) Awarding Plaintiff statutory damages, pursuant to 15 U.S.C. § 1692k(a)(2)(A),
in the amount of \$1,000.00;
- c) Awarding Plaintiff actual damages, pursuant to 15 U.S.C. § 1692k(a)(1);
- d) Awarding Plaintiff reasonable attorneys' fees and costs incurred in this action
pursuant to 15 U.S.C. § 1692k(a)(3);
- e) Awarding Plaintiff pre-judgment and post-judgment interest as permissible by
law; and
- f) Awarding such other and further relief as the Court may deem just and proper.

COUNT III
VIOLATION OF 15 U.S.C. § 1692e
RPM

36. Plaintiff repeats and re-alleges each and every factual allegation above.

37. RPM violated 15 U.S.C. § 1692e by using any false, deceptive, or misleading
representations or means in connection with the collection of Plaintiff's Debt.

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- a) Adjudging that RPM violated 15 U.S.C. § 1692e;
- b) Awarding Plaintiff statutory damages, pursuant to 15 U.S.C. § 1692k(a)(2)(A),
in the amount of \$1,000.00;
- c) Awarding Plaintiff actual damages, pursuant to 15 U.S.C. § 1692k(a)(1);
- d) Awarding Plaintiff reasonable attorneys' fees and costs incurred in this action
pursuant to 15 U.S.C. § 1692k(a)(3);
- e) Awarding Plaintiff pre-judgment and post-judgment interest as permissible by
law; and

f) Awarding such other and further relief as the Court may deem just and proper.

COUNT IV
VIOLATION OF 15 U.S.C. § 1692e
PINNACLE

38. Plaintiff repeats and re-alleges each and every factual allegation above.

39. RPM violated 15 U.S.C. § 1692e by using any false, deceptive, or misleading representations or means in connection with the collection of Plaintiff's Debt..

40. Pinnacle, by virtue of its status as a "debt collector" under the FDCPA, is liable for actions of RPM, the debt collector it hired to collect the Debt from Plaintiff on its behalf.

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- a) Adjudging that Pinnacle violated 15 U.S.C. § 1692e;
- b) Awarding Plaintiff statutory damages, pursuant to 15 U.S.C. § 1692k(a)(2)(A), in the amount of \$1,000.00;
- c) Awarding Plaintiff actual damages, pursuant to 15 U.S.C. § 1692k(a)(1);
- d) Awarding Plaintiff reasonable attorneys' fees and costs incurred in this action pursuant to 15 U.S.C. § 1692k(a)(3);
- e) Awarding Plaintiff pre-judgment and post-judgment interest as permissible by law; and
- f) Awarding such other and further relief as the Court may deem just and proper.

COUNT V
VIOLATION OF 15 U.S.C. § 1692f
RPM

41. Plaintiff repeats and re-alleges each and every factual allegation above.

42. RPM violated 15 U.S.C. § 1692f by using unfair or unconscionable means to collect or attempt to collect Plaintiff's Debt.

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- a) Adjudging that RPM violated 15 U.S.C. § 1692f;
- b) Awarding Plaintiff statutory damages, pursuant to 15 U.S.C. § 1692k(a)(2)(A),
in the amount of \$1,000.00;
- c) Awarding Plaintiff actual damages, pursuant to 15 U.S.C. § 1692k(a)(1);
- d) Awarding Plaintiff reasonable attorneys' fees and costs incurred in this action
pursuant to 15 U.S.C. § 1692k(a)(3);
- e) Awarding Plaintiff pre-judgment and post-judgment interest as permissible by
law; and
- f) Awarding such other and further relief as the Court may deem just and proper.

**COUNT VI
VIOLATION OF 15 U.S.C. § 1692f
PINNACLE**

43. Plaintiff repeats and re-alleges each and every factual allegation contained
above.

44. RPM violated 15 U.S.C. § 1692f by using unfair or unconscionable means to
collect or attempt to collect Plaintiff's Debt.

45. Pinnacle, by virtue of its status as a "debt collector" under the FDCPA, is liable
for actions of RPM, the debt collector it hired to collect the Debt from Plaintiff on its behalf.

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- a) Adjudging that Pinnacle violated 15 U.S.C. § 1692f;
- b) Awarding Plaintiff statutory damages, pursuant to 15 U.S.C. § 1692k(a)(2)(A),
in the amount of \$1,000.00;
- c) Awarding Plaintiff actual damages, pursuant to 15 U.S.C. § 1692k(a)(1);

- d) Awarding Plaintiff reasonable attorneys' fees and costs incurred in this action pursuant to 15 U.S.C. § 1692k(a)(3);
- e) Awarding Plaintiff pre-judgment and post-judgment interest as permissible by law; and
- f) Awarding such other and further relief as the Court may deem just and proper.

COUNT VII
VIOLATION OF 15 U.S.C. § 1692g(a)
RPM

46. Plaintiff repeats and re-alleges each and every factual allegation above.

47. RPM violated 15 U.S.C. § 1692g(a) by failing to provide Plaintiff with the notices required by that subsection either in initial oral communication with Plaintiff, or in writing within 5 days thereafter.

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- a) Adjudging that RPM violated 15 U.S.C. § 1692g(a);
- b) Awarding Plaintiff statutory damages, pursuant to 15 U.S.C. § 1692k(a)(2)(A), in the amount of \$1,000.00;
- c) Awarding Plaintiff actual damages, pursuant to 15 U.S.C. § 1692k(a)(1);
- d) Awarding Plaintiff reasonable attorneys' fees and costs incurred in this action pursuant to 15 U.S.C. § 1692k(a)(3);
- e) Awarding Plaintiff pre-judgment and post-judgment interest as permissible by law; and
- f) Awarding such other and further relief as the Court may deem just and proper.

COUNT VIII
VIOLATION OF 15 U.S.C. § 1692g(a)
PINNACLE

48. Plaintiff repeats and re-alleges each and every factual allegation above.

49. RPM violated 15 U.S.C. § 1692g(a) by failing to provide Plaintiff with the notices required by that subsection either in initial oral communication with Plaintiff, or in writing within 5 days thereafter.

50. Pinnacle, by virtue of its status as a “debt collector” under the FDCPA, is liable for actions of RPM, the debt collector it hired to collect the Debt from Plaintiff on its behalf.

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- a) Adjudging that Pinnacle violated 15 U.S.C. § 1692g(a);
- b) Awarding Plaintiff statutory damages, pursuant to 15 U.S.C. § 1692k(a)(2)(A), in the amount of \$1,000.00;
- c) Awarding Plaintiff actual damages, pursuant to 15 U.S.C. § 1692k(a)(1);
- d) Awarding Plaintiff reasonable attorneys’ fees and costs incurred in this action pursuant to 15 U.S.C. § 1692k(a)(3);
- e) Awarding Plaintiff pre-judgment and post-judgment interest as permissible by law; and
- f) Awarding such other and further relief as the Court may deem just and proper.

COUNT IX
VIOLATION OF 15 U.S.C. § 1692g(b)
RPM

51. Plaintiff repeats and re-alleges each and every factual allegation above.

1 52. If RPM did timely provide the disclosures as required by 15 U.S.C. § 1692g(a),
2 then it violated 15 U.S.C. § 1692g(b) by overshadowing, making demands inconsistent with, or
3 otherwise confusing Plaintiff as to his rights under 15 U.S.C. § 1692g(a).
4

5 WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- 6 a) Adjudging that RPM violated 15 U.S.C. § 1692g(b);
7 b) Awarding Plaintiff statutory damages, pursuant to 15 U.S.C. § 1692k(a)(2)(A),
8 in the amount of \$1,000.00;
9 c) Awarding Plaintiff actual damages, pursuant to 15 U.S.C. § 1692k(a)(1);
10 d) Awarding Plaintiff reasonable attorneys' fees and costs incurred in this action
11 pursuant to 15 U.S.C. § 1692k(a)(3);
12 e) Awarding Plaintiff pre-judgment and post-judgment interest as permissible by
13 law; and
14 f) Awarding such other and further relief as the Court may deem just and proper.
15
16

17 **COUNT X**
18 **VIOLATION OF 15 U.S.C. § 1692g(b)**
19 **PINNACLE**

20 53. Plaintiff repeats and re-alleges each and every factual allegation above.

21 54. If RPM did timely provide the disclosures as required by 15 U.S.C. § 1692g(a),
22 then it violated 15 U.S.C. § 1692g(b) by overshadowing, making demands inconsistent with, or
23 otherwise confusing Plaintiff as to his rights under 15 U.S.C. § 1692g(a).

24 55. Pinnacle, by virtue of its status as a "debt collector" under the FDCPA, is liable
25 for actions of RPM, the debt collector it hired to collect the Debt from Plaintiff on its behalf.
26

27 WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- 28 a) Adjudging that Pinnacle violated 15 U.S.C. § 1692g(b);

- ## TRIAL BY JURY

Dated: April 25, 2014

Thompson Consumer Law Group, PLLC
3877 N. Deer Lake Rd.
Loon Lake, WA 99148
509-232-1882
866-317-2674 facsimile
jrobbins@consumerlawinfo.com